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Data Research, Inc.
8130 SW Beaverton-Hillsdale Highway
Portland, OR 97225

BOOK 0097 PAGE 0727

STATE MS. - DESOTO CO.

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MAR 5 2 13 PM '03

This instrument prepared by :

AMRESO COMMERCIAL FINANCE, INC.
ATTN: VICKI WOOTEN
412 E. PARKCENTER BLVD., SUITE 300
BOISE, IDAHO 83706
(208) 333-2000

INDEXING INSTRUCTIONS:

Section 22, Township 3 S, Range 6 W

City of Olive Branch

DeSoto County, Mississippi

BK 97 PG 727
W.E. DAVIS CH. CLK.

LEASE MEMORANDUM AND ESTOPPEL CERTIFICATE

THIS LEASE MEMORANDUM AND ESTOPPEL CERTIFICATE dated as of this 30th day of JANUARY, 2003 (this "Lease Memorandum and Estoppel Certificate"), is by and between GLENN ADAIR, as sole proprietor (the "Landlord"), and SUPER D DRUGS ACQUISITION CO., a Delaware corporation (the "Tenant"), to and for the benefit of AMRESO COMMERCIAL FINANCE, INC., a Nevada corporation, for itself and as servicing agent for Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC BUSINESS LOAN RECEIVABLES TRUST 2000-1 (the "Lender").

WHEREAS, the Landlord and the Tenant are the current lessor and lessee, respectively, of that certain LEASE AGREEMENT dated January 7, 2002 (together with all amendments, extensions and supplements thereto, including that certain First Amendment to Lease dated March 13, 2002, collectively, the "Lease"), whereby Landlord leased to the Tenant a portion of the land described in *Exhibit A* attached hereto located at 7253 GOODMAN ROAD, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, together with the improvements located thereon and all easements appurtenant thereto (said land, improvements, easements and all other property, of whatever nature, which is the subject of the Lease being hereinafter referred to collectively as the "Premises");

WHEREAS, Landlord and Tenant have agreed to enter into this Lease Memorandum and Estoppel Certificate for among other reasons, giving notice of said Lease and certain of its terms, covenants and conditions;

WHEREAS, the Tenant has entered into that certain Promissory Note or Notes dated as of October 15, 1999 (together with all amendments thereto, collectively the "Note"), payable to Lender;

WHEREAS, the Landlord holds fee title estate to the Premises;

WHEREAS, the Tenant is executing and delivering a Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the "Leasehold Mortgage") in favor of the Lender, securing payment of certain indebtedness described therein, including, without limitation, payment of all principal, interest and premium, if any, due on the Note, by creating a first priority lien in and on, *inter alia*, the Tenant's leasehold interest in the Premises;

LEASE MEMORANDUM INFORMATION

A. Lease of Premises. Landlord does hereby demise and lease to Tenant and Tenant hereby leases from Landlord the Premises for the Term hereinafter provided, on and subject to the terms and conditions of the Lease.

B. Term. The Term of the Lease commenced on February 16, 2002 (the "Lease Commencement Date") and shall continue for a period of five (5) years, expiring at midnight on February 15, 2007 unless extended or sooner terminated as provided in the Lease.

C. Option to Extend or Renew. Landlord hereby grants to Tenant seven (7) options to extend or renew the Lease Term for an additional five (5) years each at the option of the Tenant.

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D. Notice. This Lease Memorandum Information section does not set forth all of the material terms or conditions of the Lease. This Lease Memorandum Information section is not intended to, and does not and shall not, amend, modify, diminish or affect in any way the Lease or the construction or interpretation thereof or any rights or obligations of any of the parties thereto. The sole purpose of this Lease Memorandum Information section is to give notice of said Lease and of certain of its terms, covenants and conditions.

ESTOPPEL INFORMATION

The Landlord does hereby represent, warrant, covenant and agree for the benefit of the Tenant and Lender, who are relying upon the truth thereof, as follows:

1. Representations and Warranties. The Landlord and Tenant hereby represent and warrant to the Lender, who is relying upon the truth of the representations and warrants as contained herein, that:

- (a) attached hereto as *Exhibit B* is a true, correct and complete copy of the Lease together with all modifications, supplements or amendments thereto; and the Lease is in full force and effect and constitutes the binding and enforceable obligation of the Landlord; there are no other agreements between the Landlord and the Tenant pertaining to the Premises;
- (b) no default or event of default whatsoever exists under the Lease and no event has occurred or has failed to occur which, with the passage of time or the giving of notice or both would constitute a default or event of default under the Lease;
- (c) all rent, and all other charges and obligations due under the Lease have been paid to and including the date hereof;
- (d) no person claiming by, through, under or on account of the Landlord (including, without limitation, any contract purchasers) has an interest in the Premises except the Tenant and the Landlord under the Lease;
- (e) There are no liens or encumbrances on the Lease;
- (f) the termination date of the Lease is February 15, 2007; the Landlord and the Tenant have not begun and do not intend to start any action that would terminate the Lease; and
- (g) the Lease has seven (7) extension options (each an "Option") which if each such option is exercised, will extend the term of the Lease until February 15, 2042. If the Tenant does not exercise any Option, the Landlord will give Lender written notice of such nonexercise (such notice referred to as the "Nonexercise Notice") within 10 days from the date that Tenant's right to exercise such Option has terminated. Landlord and Tenant both agree that in the event the Tenant fails to exercise any Option, Lender shall have the irrevocable right, upon written notice to Landlord within 30 days from its receipt of the Nonexercise Notice, to exercise such Option on behalf of the Tenant;
- (h) Tenant's personal property may be installed in the Premises and shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property;
- (i) Landlord disclaims any interest in the personal property and agrees to assert no claim to the personal property while the Tenant is indebted to Lender, and acknowledges that Landlord's lien in and to the personal property (if any) is subject and subordinate to the interest of Lender therein.

2. Consent to Assignment. Landlord consents and agrees to the delivery by the Tenant to Lender of the Leasehold Mortgage and the creation thereby of a mortgage lien in favor of the Lender on the Tenant's interest in the Lease and in the Premises.

3. Covenants of Landlord. The Landlord hereby covenants and agrees that the Lender is a leasehold mortgagee and is entitled to the following rights;

- (a) Landlord will notify Lender of any defaults under the Lease. In addition, Landlord shall serve the Lender with a copy of any notice, including a notice of default or a notice of Landlord's intent to assign, transfer or convey the Premises, required to be served on the Tenant under the Lease, at the address set forth herein. No notice by Landlord to the Tenant shall be deemed to have been duly given until a copy thereof has been served on the Lender.
- (b) In the event of any default by the Tenant under the Lease, the Lender shall have the right, but not the obligation, to cure any such default (or to cause any such default to be cured) within the greater of: (i) 30 days, or (ii) 15 days after Tenant fails to cure the default within the time periods set forth in the Lease. Landlord agrees to accept such performance by or on behalf of the Lender as if the same had been made the Tenant.
- (c) No default shall be deemed to exist under the Lease if, in good faith, measures have been initiated in the time permitted therefor to cure the same.
- (d) In the event that the Lease is terminated for any reason (except by reason of condemnation or casualty) prior to the expiration of the term, Landlord shall serve upon the Lender written notice that the Lease has been terminated together with a written statement of any and all sums which would be due under the Lease but for such termination, and all other defaults under the Lease. The Lender (upon written request within thirty (30) days after receipt of notice that the Lease has been terminated) shall then have the option to obtain a new lease of the Premises from the Landlord, for a lease term to expire no sooner than the original lease termination date including any options and otherwise on the same terms and conditions as the Lease.
- (e) The Lease will not be modified, canceled or surrendered without the express written consent of the Lender.

MISCELLANEOUS

Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the respective covenants, promises and agreements in this Lease Memorandum and Estoppel Certificate contained by or on behalf of the Landlord, the Tenant and the Lender shall respectively bind the Landlord, the Tenant and the Lender and their respective successors and assigns, and shall inure to the benefit of Landlord, the Tenant and the Lender and their respective successors and assigns, whether so expressed or not.

The unenforceability or invalidity of any provision or provisions of this Lease Memorandum and Estoppel Certificate shall not render any other provision or provisions hereof unenforceable or invalid.

All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Landlord: Glenn Adair
9373 Adair Lane
Hernando, Mississippi 38362

If to Lender: AMRESKO Commercial Finance, Inc.
Attn: Servicing Department
412 E. ParkCenter Boulevard, Suite 300
Boise, Idaho 83706
Phone: (208) 333-2000 Fax: (208) 333-2050

If to the Tenant: Super D Drugs Acquisition Co.
Attn: Real Estate Department
3017 North Midland Drive
Pine Bluff, Arkansas 71603
Phone: (870) 535-2411 Fax: (870) 535-5601

or as to either party at such other address as such party may designate by notice duly given in accordance with the Section to the other party.

This Lease Memorandum and Estoppel Certificate and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

This Lease Memorandum and Estoppel Certificate may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one Lease Memorandum and Estoppel Certificate.

This Lease Memorandum and Estoppel Certificate may be recorded in the real estate records of DeSoto County, Mississippi.

The provisions of this Lease Memorandum and Estoppel Certificate shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to the conflicts of laws provisions of such State.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the undersigned have hereunto caused this Lease Memorandum and Estoppel Certificate to be executed and delivered by their duly authorized officials as of the day and year first above written.

LANDLORD

Witness:

Crissy Johnson

Name: Crissy JohnsonDate: 2-5, 2003

GLENN ADAIR

Glenn Adair

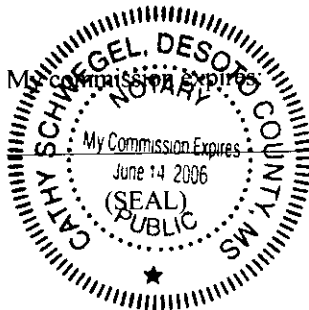
Glenn Adair

Date: 2-5, 2003

STATE OF MISSISSIPPI)
) ss.
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for said county and state, on the 5 day of February, 2003, within my jurisdiction, the within named Glenn Adair, duly identified before me, who acknowledged that he/she executed the above foregoing instrument.

Cathy Schwegel
Notary Public

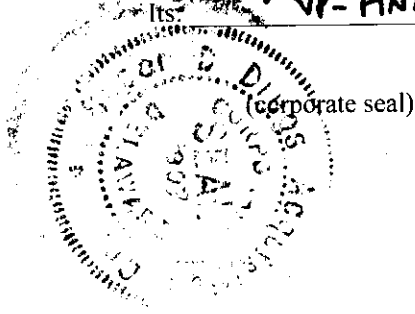


[TENANTS SIGNATURE ON THE FOLLOWING PAGE.]

TENANT

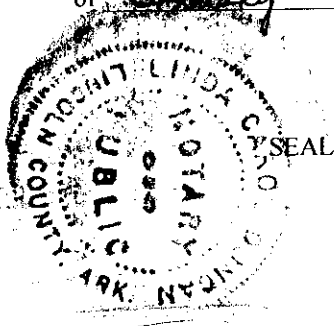
ATTEST:

SUPER D DRUGS ACQUISITION CO.

By: John Atwood
John Atwood
Vp - FINANCYBy: Stephen Lafrance
Stephen Lafrance
PresidentDate: January 30, 2003STATE OF ARKANSAS)
) ss.
COUNTY OF LINCOLN)

Personally appeared before me, the undersigned authority in and for said county and state, on the 30th day of JANUARY, 2003, within my jurisdiction, the within named Stephen Lafrance duly identified before me, who acknowledged that he is the President of SUPER D DRUGS ACQUISITION CO., a Delaware corporation, and that for and on behalf of said corporation and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Witness my hand and official seal at office in the state and county aforesaid on this the 30th day of January, 2003.



Linda Carol Duncan
Notary Public, State of Arkansas

My commission expires: Feb 1, 2005

EXHIBIT A

LEGAL DESCRIPTION

TRACT III

Lot 4, Section A, Professional Village at Crumpler Place, situated in Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi as per plat recorded in Plat Book 38, Page 30, Chancery Clerk's Office, DeSoto County, Mississippi, less and except 0.05 acres conveyed to Mississippi State Highway Commission as recorded in Book 249, Page 544 of the Land Deed Records, Chancery Clerk's Office, DeSoto County, Mississippi.

7253 Goodman Road
Olive Branch, Mississippi 38654

Super D #1048
Unit: 8248

Record Owner: Glenn Adair